App. F. IX-4

Previous References 1931-2 (L-M) File No. 13-31

Serial Nos. 5, 8-10

preserve

Later References

General and Revenue Secretariat.

Serial Nos. Four (93 E.C. 29)

Part B for August 1932

SUBJECT.

Proposals of the President, L.M. Bank for amending the Cooperative Regn. so as to provide for recovery of individual instalments of loans due to the Bank by its borrowers.

---

10) To

The Registrar of Cs.

D. 513 of 4-8-32

Fds a copy of the legal opinion in the matter and states that the Proposal may not be considered now.

and -

General and Revenue Secretariat

K/M File No. 13 of 193 1.

Serial No.

5. From the Regr. & C.S
No 7058 C.S. & 1/4-4-3

6699

Forward with his recommendation certain suggestions made by the Presdt. L.M. Bank for amending the Coopve Regn so as to provide for recovery of individual instalments of loans due to the Bank by its borrowers.

The amendments proposed relate to Sections 59 and 60 of the Regn, and they are put up in a tabulated form in the accompanying Statement for orders.
HD 9/4/32

2. The amendments proposed from Serial No 1 to 4 may be accepted. Vide marks against each of them in the Enclosure.

Dy. Secy) 25/4/32

3. I have recorded my views in the Statement put up. I feel the amendments proposed are inadequate for the objects aimed at

1st Amendment) 4. In what stage are the other amendments referred to in Regr's letter?

WS 27/4

Mem 28-4-32

NOTE—Contn. Sheet.

5 Reference is invited to the discussions, notes & rules in the linked file.

(1st minute)

MS
29/4
29/4/14

6 I should like to discuss this question with the Development Secretary.

7 Instances might arise in which the recovery of the whole loan is unnecessary. And what is the procedure to be adopted for the prompt recovery of any instalment due in such cases? Section 59 provides for the re-call of the whole loan in cases of default in the payment of any instalment. There is, of course, need for such a wide provision to be enforced in cases of necessity. Where, however, the position is different and it is sufficient to take action for the recovery of an instalment due, it is obviously unnecessary to re-call the whole loan and sell the defaulter's land. Two classes of defaults require to be provided for:

1) Those in which for one reason or another, the justification for allowing the debt to continue, ceases;

and 2) Those in which such justification continues but there is need for taking action only for the realisation of a particular instalment or instalments due.

8 Section 59 is concerned with the first class of cases. I don't see any provision for dealing with cases coming under the second class. In this view, I think

Serial No.

think there is considerable force in the proposal made by the President of the Land Mortgage Bank. It is true that the provision contained in Section 59 is discretionary and not mandatory, but it applies only to cases in which it is necessary to call up the whole loan. If any other provision of the existing law permits the adoption of the procedure, the need for which is explained by the President, there would be no need to amend the Regulation. If there is any such provision, my attention may be drawn to it. Would there be any objection to the proposed recovery of an instalment as an arrear or Land Revenue?

Q4 Discussed the matter with the member. The opinion of the Legal. Secrt. was also taken by discussing the case with me (Jayaram—Asst. Secy). As the law stands there is proper for dealing with recovery of instalment also with interest including the Regn. This was one of the subjects for discussion with the President of the L.M. Bank on the 24th inst 1932. The President felt doubts about the application of existing provisions of law in cases of the kind referred to and said that if legal opinion was satisfied that the existing provisions allow for the adopting of coercive measures suggested by him, he would have nothing to urge further in the matter. For purpose of reference, the Secretariat the Law Asst Secy may kindly discuss the points raised in a note.

(with Secy Law Secrt)

NOTE—Contn. Sheet.

338 Law

WD 70—GBPM—60,000—13-8-31

5117/31

27 File No. 13 of 1931.

General and Revenue Secretariat

I A form of the mortgage bond usually taken by the Land Mortgage Bank may kindly be obtained & put up for refce.

Dev Br)
12/ Draft mbd
13 June 9/6

Brq 6/6.

338
Law

T. TYPING SECTION
9. JUN. 1932
GENL. & REV. SECT. T.

To The Regr of CS
No 6294 d 11.6.32.
calls for a form of the mortgage bond usually taken by the LM Bank.

8

GENL. & REV. SECRET.
DEVELOPMENT BRANCH
16/6

From the Regr of CS
No. 8886 & 20/21-6-1932
Sd a copy each of the mortgagedeed & the executed in favour of the Bank by the Primary Societies and in favour of the by individual members.

14) Srkd. (Refce para 11 ante).

No 21/6.

24/6/32

Asst Secy
Law Deptt
with Amptto)

Serial No.

15) The question is whether under the existing law, the Land Mortgage Bank can get the instalments due under a mortgage, recovered as an arrear of land revenue, instead of using the powers vested in it - under Section 59 of Regulation V of 1929 for recalling the entire loan.

16) The mortgage deed to be executed either by the primary Land Mortgage Societies or by the individual members thereof contains an express covenant whereby the mortgagerundertakes to pay the instalments within particular dates mentioned therein. The deeds no doubt provide expressly two remedies in case of a default in the payment of instalments. They are-

(i) a penal interest is imposed on the overdue instalment as prescribed in Byelaw 45.

&(ii) a right to recall the whole loan as given in section 59 of Regulation V of 1929 is reserved.

17) It is significant that neither section 59 nor the clauses of the mortgage deed say that on failure to pay the instalment the whole loan becomes due. What is given is merely an option to the Bank to recover the whole loan in case of failure in payment of any instalment becomes due and to levy a penal interest on such overdue instalment. It is too much to say that either section 59 or the clause in the mortgage deed, - which practically incorporates the provisions of section 59, takes away from the Bank the right to recover only the instalment that has fallen due.

NOTE - Contn. Sheet

WD 02553--50,000--GPB—8-7 30

omise to pay the instalment within a particular date imposes in law a liability on the debtor to so pay and the creditor has therefore the corresponding legal right to enforce such liability. The means or the way in which he can enforce it is, however, not by any summary procedure, as prescribed in section 60 but by means of a suit before the Registrar. But after all since the Registrar's court is not -- shackled with the proceedural limitations of an ordinary civil court, there cannot be much practical difference between a suit or an application under section 60. While the execution of an order under section 60 can be had only in the manner prescribed in clauses (b) and (c) of Section 60 (2), a decree in a suit before the Registrar can be executed by the Revenue authorities, as if it were a demand for arrears of land revenue. (Vide Clause viii of rule 16 of the Rules under Regulation VII of 1918).

(8) Perhaps one plausible objection may be raised to the filing of a suit for recovery of an instalment alone and that based on the principle underlying order 2 rule 2 of the C.P. Code, which bars more than one suit in respect of the same cause of action. Therefore if a deed ~~which~~ makes the amount due - thereunder payable by instalments and it is provided that in default of any one instalment, the whole of the balance shall be payable immediately, a suit for recovery of the unpaid instalment has been held to bar a subsequent suit for the balance (1923 A.I.R.Bom.204)

Serial No.

~~201~~ (19) But this view has been dissented from in Madras. In the latest decision reported in 1932 A.I.R. Madras 245, a mortgage debt was repayable in ten annual instalments and the deed contained a clause which provided that if two successive instalments remained unpaid, the mortgager should, without having regard to the future instalments, pay ~~the~~ all the amount and interest due in one instalment. Two successive instalments fell into arrear and a suit brought for their recovery was decreed. In a suit subsequently brought for the recovery of the balance from the mortgagor, it was contended that the suit was barred by order 2 rule 2 of the C.P. Code. It was held by Waller and Pandalai J.J. that the mortgagee had two courses open to him, either to enforce the penalty or to stand on the original deed and if he elected to adopt the latter course, it could not lie in the mouth of the mortgagor to meet his suit on the mortgage with the objection that he was barred because he did not adopt the former. The law on the point is, I think, clearly stated in a case reported in 1931 Patna 285, where it is held:-

" (A) that where an instalment mortgage ~~money and~~ deed fixed the time by which the mortgage money and interest thereon were to be paid and a clause was inserted, for the benefit of the mortgagee, that if any of the instalments due were not paid in time, the mortgagee would be at liberty to call in the entire money, the effect of such a stipulation was that he had successive or recurring causes of action

NOTE - Contn. Sheet

WD 02553--50,000—GPB—8-7-30

838

and it was left to his option to avail himself of any one of them.

(B) that the mortgagees option to call in his money ~~xxxxx~~atonce or to stand on the original contract need not be express, but can be implied from the terms of the bond".

20) In this view, there can be no force in the objection suggested above. The objection itself is based on the assumption that the principle underlying order 2 rule 2 of the C.P.Code applies to the case under consideration. This however is not the case. Because when the Bank recovers the instalments due by means of a suit as suggested above, it does not need a subsequent suit to recover the balance of the loan when it becomes due, since it can always take advantage of the special proceedure laid down in sections 59 and 60 of Regulation V 1929. Morever even granting that the principle underlying order 2 rule 2 is to be applied to suits and claims before the Registrar, then the rule itself enables the Bank to take permission of the court to sue only for the instalments due and when such permission is granted, any further question regarding the maintainability of the second suit for the balance cannot arise.

21) Under these circumstances it must follow that no amendment of Regulation V of 1929, is necessary to enable the Bank to recover, if they so please, only the unpaid instalments in the same manner as if they were arrears of land revenue.

Submitted with refce to para 9 supra.

Dev: Secy)
I M:) 9.7.32 1/7/32

CT... Y 1932 No. 211

General and Revenue Secretariat | File No. 15 of 193

Serial No.

A copy of the above legal opinn be Sent to the Regr for his information and for Communication to the President of the L M Bank I have discussed this with Mr KR Srinivasa Iyengar and he thinks that this amendment proposed by him need not be considered now, Especially in View of the legal opinion Expressed ~

Mark
25.7.32

DS
29.7

L
29/7

Dr BC Gubbay

DS KD
1/8/32.

Jne L
2/8/32

10

To The Regr of CS
D 513 dt 4.8.32

Forwards for his opinion information and for communication to the President of the L M Bank a copy of the legal opinion in the matter and states that the proposal to amend the Regn need not be considered now

B
5/8

NOTE—Contn. Sheet

1/

LEGAL OPINION.

The question is whether under the existing law, the Land Mortgage Bank can get the instalments due under a mortgage, recovered as an arrear of land revenue, instead of using the powers vested in it under Section 59 of Regulation V of 1929 for recalling the entire loan.

The mortgage deed to be executed either by the primary Land Mortgage Societies or by the individual members thereof contains an express covenant whereby the mortgager undertakes to pay the instalments within particular dates mentioned therein. The deeds no doubt provide expressly two remedies in case of a default in the payment of instalments. They are:-

(i) a penal interest is imposed on the overdue instalment as prescribed in Byelaw 45.

& (ii) a right to recall the whole loan as given in secti 59 of Regulation V of 1929 is reserved.

It is significant that neither section 59 nor the clauses of the mortgage deed say that on failure to pay the instalment the whole loan becomes due. What is given is merely an option to the Bank to recover the whole loan in case there is failure in payment of any instalment becoming due and to levy a penal interest on such overdue instalment. It is too much to say that either section 59 or the clause in the mortgage deed, which practically incorporates the provisions of section 59, takes away from the Bank the right to recover only the instalment that has fallen due. The promise to pay the instalment within a particular date imposes in law a liability on the debtor to so pay and the creditor has therefore the corresponding -

legal right to enforce such liability. The means or the way in which he can enforce it is, however, not by any summary procedure, as prescribed in section 60 but by means of a suit before the Registrar. But after all since the Registrar's court is not shackled with the proceedural limitations of an ordinary civil court, there cannot be much practical difference between a suit or an application under section 60. While the execution of an order under section 60 can be had only in the manner prescribed in clauses (b) and (c) of Section 60 (2), a decree in a suit before the Registrar can be executed by the Revenue authorities, as if it were a demand for arrears of land revenue. (Vide Clause viii of rule 16 of the Rules under Regulation VII of 1918).

Perhaps one plausible objection may be raised to the filing of a suit for recovery of an instalment alone and that based on the principle underlying order 2 rule 2 of the C.P. Code, which bars more than one suit in respect of the same cause of action. Therefore if a deed makes the amount due thereunder payable by instalments and it is provided that in default of any one instalment, the whole of the balance shall be payable immediately, a suit for recovery of the unpaid instalment has been held to bar a subsequent suit for the balance (1923 A.I.R.Bom. 201)

But this view has been dissented from in Madras. In the latest decision reported in 1932 A.I.R. Madras 245, a mortgage debt was repayable in ten annual instalments and the deed contained a clause which provided that if two successive instalments remained unpaid, the mortgager - should, without having regard to the future instalments, pay all the amount and interest due in one instalment.

Two successive instalments fell into arrear and a suit brought for their recovery was decreed. In a suit subsequently brought for the recovery of the balance from the mortgager, it was contended that the suit was barred by order 2 rule 2 of the C.P. Code. It was held by Waller and Pandalai J.J. that the mortgagee had two courses open to him, either to enforce the penalty or to stand on the original deed and if he elected to adopt the latter - course, it could not lie in the mouth of the mortgagor to meet his suit on the mortgage with the objection that he was barred because he did not adopt the former. The law on the point is, I think, clearly stated in a case reported in 1931 Patna 285, where it is held:-

" (A) that where an instalment mortgage deed fixed the time by which the mortgage money and interest thereon were to be paid and a clause was inserted, for the benefit of the mortgagee, that if any of the instalments due were not paid in time, the mortgagee would be at liberty to call in the entire money, the effect of such a stipulation was that he had successive or recurring causes of action and it was left to his option to avail himself of any one of them.

(B) that the mortgagee's option to call in his money atonce or to stand on the original contract need not be express, but can be implied from the terms of the bond".

In this view, there can be no force in the objection suggested above. The objection itself is based on the assumption that the principle underlying order 2 rule 2 of the C.P.Code applies to the case under consideration. This however is not the case. Because when the Bank recovers the instalments due by means of a suit as suggeste

above, it does not need a subsequent suit to recover the balance of the loan when it becomes due, since it can - always take advantage of the special proceedure laid down in sections 59 and 60 of Regulation V 1929. Moreover even granting that the principle underlying order 2 rule 2 is to be applied to suits and claims before the Registrar, then the rule itself enables the Bank to take permission of the court to sue only for the instalments due and when such permission is granted, any further question regarding the maintainability of the second suit for the balance cannot arise.

Under these circumstances it must follow that no amendment of Regulation V of 1929, is necessary to enable the Bank ~~xx~~ to recover, if they so please, only the unpaid instalments in the same manner as if they were arrears of - land revenue.

" C O P Y "

FOR SECRETARY TO GOVERNMENT,
DEVELOPMENT DEPARTMENT.

TSS.

No. [illegible]

Telegraphic Address:
"CO-OPERT"
BANGALORE

DEPARTMENT OF CO-OPERATION
GOVERNMENT OF MYSORE.

OFFICE OF THE REGISTRAR OF CO-OPERATIVE SOCIETIES
IN MYSORE.

Dated, Bangalore, 1st April 1932.

RM 13-31-5 D 3793

FROM

K. H. RAMAYYA, ESQ., B.A., BAR-AT-LAW,
REGISTRAR OF CO-OPERATIVE SOCIETIES
IN MYSORE, BANGALORE.

DEVELOPMENT SECRETARY
To 4 APR. 1932

DEVELOPMENT BRANCH

B.T. Kesava Iyengar, Esq., B.A.,

Secretary to Government,
Development Department, BANGALORE.

Sir,

In continuation of my letter No.4110 CS dated 12th December 1931 regarding certain amendments to the Mysore Co-operative Societies Regulation No.V of 1929 proposed by the President of the Mysore Co-operative Land Mortgage Bank, I have the honour to submit herewith a copy of letter No. S.I. 351 dated 22nd February 1932 and its enclosures received from the President of the Land Mortgage Bank suggesting certain amendments relating to the recovery of the loans granted by the Bank, and to state that as explained by the President some amendments of the existing Regulation are necessary to facilitate the recovery of individual instalments of loans due to the Bank by its borrowers. I accordingly enclose herewith a note suggesting the amendments which may be made in the existing provisions. I request that action may kindly be taken for amending the Regulation accordingly at an early date.

I have the honour to be,

Sir,

Your most obedient servant,

K H Ramayya

AKM)1/4/32

Registrar.

Letter No.S.I.351 dated 22nd February 1932 fromthe President The Mysore Co-operative Land Mortgage Bank,Ltd.,to the Registrar of Co-operative Societies in Mysore, Bangalore.

****

In continuation of my letter No.S.I.115 dated 19th September 1931 suggesting certain amendments to the Mysore Co-operative Societies' Regulation in connection with the working of the Land Mortgage Scheme, and with reference to your letter No.5366/C.S. dated 4th February 1932 on the same subject, I have the honour to forward herewith an extract of resolution No.6(3) recorded at the meeting of the General Body held on 6th December 1931 in the matter of amending the Co-operative Societies' Regulation so as to provide for the recovery of individual instalments of loans and other small amounts payable by loan holders to Land Mortgage institutions as arrears of revenue, and to state that under the amended Regulation V of 1929 if any person to whom a loan is advanced by the Bank makes default in the payment of any one instalment, the Bank has to recall the entire loan and proceed to recovery it by proceeding against the mortgaged property in - accordance with Sections 59 and 60 of the Regulation. The recalling of the whole loan is a very drastic step which it is desirable to avoid both in the interests of the party and the good name of the Bank,except in very extreme cases. In cases of default in the payment of loans instalments for any year, it will serve as a far speedier and more effective remedy - while at the same time it will not operate as much of a hardship on the party, - if provision is made for recovery of the loan instalment or other small amounts that may be due from the party by proceeding against the standing crops on the mortgaged lands or other moveable properties of the defaulters as in the case of land revenue arrears (vide Sections 146 to 151 and 160 of the Mysore Land Revenue Code).

2. It has therefore been resolved that Government should be requested to amend Sections 59 to 61 of the Mysore Co-operative Societies' Regulation so as to provide for the recovery of loan instalments and other small amounts from grantees of loans as revenue arrears by proceeding against the standing crops or other moveable properties of the defaulter without putting Land Mortgage

P.T.O.

Mortgage institutions to the necessity of recalling the whole loan. I request therefore that Government may kindly be moved to take action for amending the Co-operative Societies' Regulation accordingly.

3. A copy of resolution No.6 on this subject recorded at the meeting of the Board of Directors held on 5th December 1931 is also enclosed for reference.

****

" Copy "

Registrar.

(4)

THE MYSORE CO-OPERATIVE LAND MORTGAGE BANK LTD.,

Bangalore City.

Proceedings of the twelfth meeting of the Board of Directors held on Saturday the 5th December 1931.

---

x x x x x x

6. Subject:- Amendments required in the Co-operative Societies' Regulation to facilitate recovery by Land Mortgage institutions of instalments and other small amounts due from loan-holders.

Resolved that Government be moved to amend the Regulation so as to make provision for proceeding against crops for the recovery of loan instalments.

x x x x x x

****

"Extract"

Registrar.

Proceedings of the Second Annual General Meeting of the Share-holders of the Mysore Co-operative Land Mortgage Bank, Ltd., held at the registered office of the Bank in Chamarajpet, Bangalore City, at 8-30 A.M. on 6th December 1931.

---

x x x x x

6. The President then suggested that there were three more propositions of which no previous notice could be given as they had been suggested after the issue of the notice convening the meeting, x x x x x the following propositions were then taken up for consideration and after the President had explained their scope and purpose, they were all passed unaniously.

x x x x x

(iii) that Government be requested to amend Sections 59 to 61 of the Mysore Co-operative Societies' Regulation so as to provide for the recovery of individual instalments of loans and other small amounts payable to Land Mortgage institutions by grantees of loans, as arrears of land revenue through Revenue Officers without recalling the whole loan as now provided for in the Regulation.

x x x x x

****

"Extract"

D H Ramaiya

Registrar.

N O T E.

Re: Certain amendments of the Co-operative Societies Regulation No.V of 1929 regarding recovery of loans of the Mysore Co-operative Land Mortgage Bank.

---

1. The present Section 59 may be numbered as 59(a) and an additional sub-section 59(b) may be added as follows:-

"Notwithstanding anything contained in the above clause, a Co-operative Land Mortgage Bank may, where the borrower commits default in the payment of any instalment on the due date, proceed to recover only such instalment or instalments in default."

2. Section 60(1) may be modified as follows:

"When a loan is recalled, or when the Bank proceeds to recover the instalment in default, under the provisions of Section 59, clauses (a) and (b), and the amount due is not repaid within three months from the date of such recall or procedure, the Bank may apply to the Registrar for the recovery of the loan or the instalment in default."

3. Section 60(2) may be modified as follows:-

Add the words "When a loan has been recalled" before the word "If" at the commencement of the sub-clause, and repeat the rest.

4. A new sub-clause 60 (4) as follows may be added, the present sub-clause 60(4) being renumbered as 60 (5):

"Where application has been made for the recovery of any loan instalment in default, the Registrar may, subject to such rules as may be prescribed by the local Government, order recovery of the amount due as if it were an arrear of land revenue."

5. In clause 60 (5), the words "for possession or sale of land" may be deleted, as the recovery of any instalments ordered under clause (4) above has also to be done through the Deputy Commissioner.

****

Registrar.

Original Section

59. A cooperative Land Mortgage Bank may recall a loan: —

When a loan may be recalled

(i) If after the loan has been granted, the information furnished by the borrower regarding the security, the incumbrances thereon or his interest therein is found to be incorrect in material particulars, or,

(ii) if the loan is utilized for a purpose different from that for which it was granted, or,

(iii) if the mortgaged property has, in the opinion of the Bank, deteriorated in its value as security for the loan and the borrower fails to furnish additional security to the satisfaction of the Bank, or

(iv) if on the death of the borrower, or in the case of joint borrowers, on the death of any one of them, his legal representative does not consent to continue as a member of the Bank, or

(v) if for any other reason the borrower, or in the case of joint borrowers any one of them, ceases to be a member of the Bank, or

(vi) if the borrower commits default in the payment of any instalment on the due date, or

(vii) if the borrower alienates, or creates any subsequent incumbrance on, the mortgaged land.

Amendment

Renumber sec. ... the following as ...

59 (b) "Notw... contained in ... operative Land ... the borrower ca... payment of an... due date, pro... such instal... in default."

ent proposed.

ec. 59 as S-9(a) and add
s an additional subsection:-

notwithstanding anything
. the above clause, a Co-
ed Mortgage Bank may, where
commits default in the
any instalment or the
proceed to recover only
l ment or in instalments
"

Office note

The recalling of the loan is stated to be a drastic step, and the President therefore urges the modification suggested here.

For orders

HD
9/4

orders of the
Asst Secy

The amendment pr
seems suitable & w
be approved

25/4/32

Views of the
Secretary

I am not convinced about the need for this amendment. This amendment will be inconsistent with cl (ii) of Sec 59. It will be noticed that Sec 59 is discretionary and not mandatory — although Sec 59, a loan may be granted under certain circumstances, it is open to the Bank to adopt any other course.

MS
3/4

Proposed
may

Final Vi

6A. (1) When a loan is recalled under the provisions of section 59 and is not repaid within three months from the date of recall, the Bank may apply to the Registrar for the recovery of the loan.

Remedies if a loan re-called is not repaid

(2) If, after such inquiry as may be prescribed by the Registrar, finds that the amount or any part of the amount claimed in such application is due to the Bank, he may, having regard to all the circumstances of the case—

(a) extend the time for the payment of such amount for a period not exceeding six months and, if the amount is not paid within such period, order the sale of the land or other security or a sufficient part thereof, or

(b) order that the Bank be put in possession of the said land for a reasonable period and upon good cause shown extend such period, or

(c) forthwith order the sale of the said land or other security or a sufficient part thereof,

as he thinks fit.

Section 60 (1) may be modified as follows:-

"When a loan is recalled, or when the Bank proceeds to recover the instalment in default, under the provisions of Section 59, Clauses (a) & (b), and the amount due is not repaid within three months from the date of such recall or procedure the Bank may apply to the Registrar for the recovery of the loan or the instalment in default".

Section 60 (2) may be modified as follows:-

Add the words "When a loan has been recalled" before the word 'If' at the commencement of the sub-clause, and repeal the

Office notes

~~Asst. Secy's orders~~

Asst. Secy's orders

Secy's orders

~~Draft~~ of time given to a defaulter is a period ~~of~~ ~~three~~ is 3 months. *

May be approved.

25/4/32

This amendment should be decision regarding

e amendment is consequential

May be approved

25/4/32

Necessitates Verbal ch

Character.

(3) The Registrar may also, upon good cause shown and after notice to the borrower, order the sale of the land at any time after the Bank has been put in possession of it.

no change.

A new subclause 60 (4) as follows may added, the present subclause 60(4) being renumbered as 60(5):—

60(4) Where application has been made for the recovery of any loan instalment in default, the Registrar may, subject to such rules as may be prescribed by the local Govt, order recovery of the amount due as if it were an arrear of land revenue

(4) Every order made under this section for possession or sale of the land shall be sent to the Deputy Commissioner of the District in which the land is situate, for execution.

In clause 60 (5), the words "for possession ~~of~~ or sale of land" may be deleted, as the recovery of instalments ordered under clause (4) above has also to be done through the Deputy Commissioner.

Mr. Lucas

The new subsection seems to have been copied from elsewhere. The word 'local Govt', not being appropriate they may simply stand as 'Govt'.

Asst. Secy's notes

Omit the words "the local"

25/4/32

Secy's notes

The whole Sche
If default is
instalments,
is of real im
action in re
is consistent
with business
Court empha
correspondence
which might
difficult as a
decree - dan
application
hearing of the

This is a Consequential amendment
to the memorandum.

May be
Attorney

25/4/32

Decree orders

Trial or

The whole Scheme is to be received.
If default is made in pt. of
instalments, the provisional grant
is to vest the whole effective
action in respect grants is
inconsistent with the views connected
with borrowing. There be certain
Court Constructions, and unnecessary
Correspondence. Questions like
the right & Powers of devisees as
different as amounts in Corp. Securities
decree. Law must be and is
application Courts as the
merits of the case.

14

Appendix F G—1]

10

SUBJECT .....

.....

.....

Section L. M

File No. 133

Serial No. 6

Diary No. of letter replied to .....

No. G. 6294

To

The Regr of Cs

Sir,

With refee to your letter
No 7058 Cs. 1/4 - 4 April 1932
forwarding with your rec.....
the Resolutions of the President
L M Bank for amendm
the Co-operative so as to provide
for recovery of annual
instalments of loans due
to the Bank
I am directed to request
you to be so good as to
and forward to me a form of the
Mortgage Bond usually taken
by the L. M. Bank

Yours
9/6
For Dy Regr

General and Revenue Secretariat

( )

the *193*

Date of issue 11/6/32

Signed by P. Muddukrishnappa

List of enclosures .....

Copied by .....

Examined by .....

WD 71—GBPM—40,000—20-7-31.

11

No. 8886 C S. Ee 2

Telegraphic Address: "CO-OPERT" BANGALORE

DEPARTMENT OF CO-OPERATION
GOVERNMENT OF MYSORE
OFFICE OF THE REGISTRAR OF CO-OPERATIVE SOCIETIES IN MYSORE.

Dated, Bangalore, 20th June *193* 2.

21

D 4926

FROM

K. H. RAMAYYA, ESQ., B.A., BAR-AT-LAW,
REGISTRAR OF CO-OPERATIVE SOCIETIES
IN MYSORE, BANGALORE.

DEVELOPMENT BRANCH, SECRETARIAT.
21. JUN. 1932

L7 13-31-9

To

The Secretary
to the Government of Mysore,
Development Department, BANGALORE.

Sir,

With reference to your letter No. D.6294/L.M. 13-31-8 dated 11th June 1932, I have the honour to forward enclosed a copy each of the mortgage deed forms to be executed in favour of the Mysore Co-operative Land Mortgage Bank by primary Land Mortgage Societies. and in favour of the latter by individual members thereof.

I have the honour to be,

Sir,

Your most obedient servant,

K H Ramayya

Registrar.

AKM)20/6

ಸನ್ ಒಂದು ಸಾವಿರದ ಒಂಭೈನೂರ ಮೂವ.....ನೇ ಇಸವಿ.....ಮಾಹೆ
.....ನೇ ತಾರೀಖಿನಲ್ಲು ~~ಬೆಂಗಳೂರಿನಲ್ಲಿ ಸ್ಥಾಪಿತವಾಗಿರುವ ಮೈಸೂರು ಕೋ-ಆಪರೇಟಿವ್~~
~~ಲ್ಯಾಂಡ್-ಮಾರ್ಗೇಜ್-ಬ್ಯಾಂಕ್, ಲಿಮಿಟೆಡ್~~ (ಮೈಸೂರು-ಸಹಕಾರ-ಜಮೀನು-ಅಡಮಾನದ ಬ್ಯಾಂಕಿ)ಗೆ—
.....ತಾಲ್ಲೂಕು.....ಹೋಬಳಿ..... ಗ್ರಾಮದ
ದಾಖಲೆ.....ಲ್ಲಿ ವಾಸವಾಗಿರುವ.....ರ ಮಗ.....
.....ವಯಸ್ಸಿನ, ಸದರಿ ಬ್ಯಾಂಕಿನ ಮೆಂಬರಾದ.....
.....ನಾನು ಮತ್ತು ನನ್ನ.....
.....
.....
.....
.....

.....ನೀರಿ ಬರೆದುಕೊಟ್ಟ ಆಧಾರ ಪತ್ರದ ಕ್ರಮವೇನೆಂದರೆ—

ನಾ.....~~ಕೊಡಬೇಕಾದ~~ ಹಿಂದಿನ ಸಾಲಗಳನ್ನು ತೀರಿಸುವದಕ್ಕಾಗಿ ~~ಜ್ಯಾಂಕಿನಿಂದ~~ ಸಾಲವನ್ನು ಕೇಳಿದ್ದು
ಕೊಟ್ಟ ದರಖಾಸ್ತಿನ ಮೇಲ್ಗೆ~~ಜ್ಯಾಂಕಿನವರು~~.....ರೂಪಾಯಿಗಳ ಸಾಲ
ಮುಂಜೂರು ಮಾಡಿ~~ಕೊಡಬೇಕು~~ ಸರಿಯೆನ್ನಿ. ಸದರಿ ಪೊಬಲಗನ್ನು ನ.....ಬಾಬ್ತು ಒಂದನೆ ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ತಪಶೀಲು
ಕಾಣಿಸಿರುವ ಸಾಲಗಳನ್ನು ಅಸಲು ಬಡ್ಡಿ ದೇಪೇಲು ~~ಜ್ಯಾಂಕಿನವರೇ~~ ನ.....ಗೋಸ್ಕರ ಪಾವತಿ ಮಾಡಿ ಹಿಂದಿನ
ದಾಖಲೆಗಳನ್ನೂ ರಸೀತಿಗಳನ್ನೂ ಪಡೆಯಬಹುದು.

ಮೇಲ್ಕಂಡ ರೀತಿ ~~ಜ್ಯಾಂಕಿನವರು ಕೊಡುವ~~.....ರೂಪಾಯಿಗಳನ್ನು
ಬಡ್ಡಿ ದೇಪೇಲು ~~ಜ್ಯಾಂಕಿಗೆ~~ ಕೊಡಲು ನಾ.....ಬದ್ಧ.....ಗಿ ಎರಡನೆ ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ಕಾಣಿಸಿರುವ ಸ್ವತ್ತುಗಳನ್ನು
ಸದರಿ ಪೊಬಲಗಿಗೆ ಆಧಾರವಾಗಿ ಇರುತ್ತೇ..... ಮೇಲ್ಕಂಡ ಪೊಬಲಗನ್ನು ಶೇಕಡ ನಾಲೀಯಾನ.....
ರೂಪಾಯಿನಂತೆ ಬಡ್ಡಿ ಸಮೇತ ಸಮಭಾಗವಾದ ವಾರ್ಷಿಕ ಕಂತು ಪ್ರಕಾರ ಕೊಟ್ಟು ಪೂರ್ತಿಯಾಗಿ.....
.....ವರ್ಷಗಳಲ್ಲಿ ತೀರಿಸುತ್ತೇ.....

ವರ್ಷಂಪ್ರತಿ ವರ್ಷವೂ ಕೊಡಬೇಕಾದ ಕಂತು ಪೊಬಲಗು ರೂಪಾಯಿಗಳು.....
.....ಆಗುತ್ತೆ. ಪೊದಲನೇ ಕಂತನ್ನು ಒಂದು ಸಾವಿರದ
ಒಂಭೈನೂರ ಮೂವ.....ನೇ ಇಸವಿ.....ಮಾಹೆ.....ನೇ ತಾರೀಖಿನ
ಒಳಗಾಗಿಯೂ, ಮುಂದಲ ಕಂತುಗಳನ್ನು ಪ್ರತಿವರ್ಷದ.....ತಿಂಗಳ.....ನೇ
ತಾರೀಖಿನ ಒಳಗಾಗಿಯೂ ಕೊಡುತ್ತಾ ಬರುತ್ತೇ.....; ಹಾಗೆ ಕೊಡದೆ ತಪ್ಪಿದಲ್ಲಿ ಕಂತು ಪೊಬಲಗಿನ ಮೇಲೆ
ಕೊಡದೆ ತಪ್ಪಿದ ತಾರೀಖು ಲಾಗಾಯಿತು ಸುಸ್ತಿ ಬಡ್ಡಿ ನಾಲೀಯಾನ ಶೇಕಡ ಹತ್ತು ರೂಪಾಯಿ ದರದ ಪ್ರಕಾರ
ಕೊಡುತ್ತೇ.....

ಮೇಲ್ಕಂಡ ಮೊಬಲಗಿಗಾಗಿ ಎರಡನೆ ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ನಮೂದಿಸಿ ಆಧಾರಮಾಡಿಕೊಟ್ಟಿರುವ ಸ್ವತ್ತುಗಳು ನ.....ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿವೆ. ಇವುಗಳಿಗೆ ನಾ.....ಪೂರ್ಣ ಹಕ್ಕುದಾರ.....ಗಿರುತ್ತೇ.....ಈ ಸ್ವತ್ತುಗಳು ಒಂದನೆ ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ಕಾಣಿಸಿರುವ ಸಾಲಗಳಿಗಲ್ಲದೇ ಇನ್ಯಾವ ವಿಧದಲ್ಲಿಯೂ ಆಧಾರ ಆಥವ ಪರಭಾರೆ ಮಾಡಲ್ಪಟ್ಟಿಲ್ಲ. ಇವುಗಳ ಮೇಲೆ ಯಾವ ಅಟಾಚ್‌ಮೆಂಟೂ ಇಲ್ಲ ಮತ್ತು ಜೀವನಾಂಶ ಹೊಂದತಕ್ಕ ಹಕ್ಕೂ ಯಾರಿಗೂ ಇಲ್ಲ. ಸದರಿ ಸ್ವತ್ತುಗಳ ಕಂದಾಯ ಮತ್ತು ಸರ್ಕಾರಕ್ಕೆ ಸಲ್ಲಬೇಕಾದ ಇತರ ತೆರಿಗೆ ಮುಂತಾದ ಮೊಬಲಗುಗಳನ್ನೂ ನಾ..... ಕ್ರಮವಾಗಿ ಸಕಾಲದಲ್ಲಿ ಕೊಟ್ಟುಕೊಂಡು ಬರುತ್ತೇ.....

ಅಲ್ಲದೆ ನಾ.....ಸಕಾಲದಲ್ಲಿ ಯಾವ ಕಂತನ್ನಾದರೂ ಕೊಡದೇ ತಪ್ಪಿದರೂ, ಆಧಾರ ಸ್ವತ್ತುಗಳ ಪೈಕಿ ಯಾವ ಸ್ವತ್ತುಗಳಾದರೂ ಕ್ಷೀಣಗತಿಯನ್ನು ಹೊಂದುವದರ ಮೂಲಕ ~~ಜ್ಯಾಂಕಿಗೆ~~ ದೀಡು ಸಾಲದಿಹೋದಲ್ಲಿ ಸಂಪ್ಟದ ಆಗಲಿ ಪದ ~~ಜ್ಯಾಂಕಿಸಬಹು~~ ಅಪೇಕ್ಷಿಸುವಂತೆ ಸಾಕಾದಷ್ಟು ಹೆಚ್ಚು ಸ್ವತ್ತುಗಳನ್ನು ದೀಡುಕೊಡಲು ತಪ್ಪಿದರೂ, ಆಧಾರ ಸ್ವತ್ತುಗಳವರೇ ಆ ಗಳನ್ನು ಇತರರಿಗೆ ಯಾವ ವಿಧದಲ್ಲಾದರೂ ಪರಭಾರೆ ಮಾಡಿದರೂ, ಆಧಾರ ಸ್ವತ್ತುಗಳ ವಿಷಯದಲ್ಲಿ ನಾ..... ಕೊಟ್ಟಿರುವ ತಪಶೀಲುಗಳಲ್ಲಾಗಲೀ ಆಥವ ಹಕ್ಕುದಾರಿ ವಿಷಯದಲ್ಲಾಗಲೀ ಯಾವ ಲೋಪಗಳು ಕಂಡುಬಂದರೂ, ಆಧಾರ ಸ್ವತ್ತುಗಳ ಮೇಲೆ ಸರ್ಕಾರಕ್ಕೆ ಕೊಡಬೇಕಾದ ಕಂದಾಯ ಮತ್ತು ಇತರ ತೆರಿಗೆಗಳನ್ನು ನಾ..... ಸಕಾಲದಲ್ಲಿ ಕೊಡದೇ ತಪ್ಪಿದರೂ, ಆಥವ ಮೈಸೂರು ಕೋ-ಆಪರೇಟಿವ್ ಸೊಸೈಟಿಗಳ ರೆಗ್ಯುಲೇಷನಿನ 59ನೇ ಸಂಪ್ಟದ ವರೇ ಆಗಲಿ ಪದರಿ ಬ್ಯಾಂಕಿನವರೇ ಆಗಲಿ ಸೆಕ್ಷನ್ನಿನಲ್ಲಿ ನಮೂದಿರುವ ಇತರ ಸಂದರ್ಭಗಳಲ್ಲಿಯೂ ~~ಜ್ಯಾಂಕಿಸಬಹು~~ ವಾಯಿದೆ ನಿರೀಕ್ಷಿಸದೇ ಪೂರಾ ನಿಂತಿರುವ ಮೊಬಲಗನ್ನೆಲ್ಲಾ ಕೂಡಲೆ ಒಂದೇ ಗಂಟಿನಲ್ಲಿ ವಸೂಲ್ಮಾಡಿಕೊಳ್ಳಲು ಸ್ವತಂತ್ರರಾಗಿರುತ್ತೀರಿ.

~~ಈ ಕಾಲಕ್ಕೆ ನಾ~~ ~~ಜ್ಯಾಂಕಿಸ~~ ನ.....ಂದ ಸಲ್ಲಬೇಕಾದ ಪೂರಾ ಹಣವು ಆಧಾರ ಸ್ವತ್ತುಗಳಿಂದ ವಸೂಲಾಗದೆ ಇದ್ದರೆ ನ.....ಇತರ ಚರ ಸ್ಥಿರ ಸ್ವತ್ತುಗಳಿಂದಲೂ, ಮಿದ್ದು ಜವಾಬ್ದಾರಿಯಿಂದಲೂ ಸಂಪ್ಟದವರೇ ಆಗಲಿ, ಬ್ಯಾಂಡವರೇ ಆಗಲಿ ~~ಜ್ಯಾಂಕಿಸಬಹು~~ ವಸೂಲ್ಮಾಡಿ ಕೊಳ್ಳಲು ~~ಅಪ್ಪಣೆಯಿರುತ್ತೀರೆಂದು~~ ಲಿಖ್ಯ ದೆಂದು ಲಿಖಿತ ಸಮ್ಮತಿಯಿಂದ ಬರೆದುಕೊಟ್ಟ ಆಧಾರ ಪತ್ರ.

ಸಾಕ್ಷಿಗಳು—

ಒಂದನೆ ಷೆಡ್ಯೂಲ್

ನಂ.	ಲೇಣೆದಾರನ ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಪತ್ರದ ತರಹೆ ಭೋಗ್ಯ, ಆಧಾರ, ಪ್ರಾಮಿಸರಿ ಇತ್ಯಾದಿ	ಕೊಡಬೇಕಾದ ಮೊಬಲಗು			ಷರಾ
			ಅಸಲು	ಬಡ್ಡಿ	ಜುಮ್ಲಾ	

ಎರಡನೆ ಷೆಡ್ಯೂಲ್

1721_30 ಬೆಂಗಳೂರು ಪ್ರೆಸ್

ನಂ.	ತಾಲ್ಲೂಕು ಮತ್ತು ಹೋಬಳಿ	ಗ್ರಾಮ	ಸರ್ವೆ ನಂಬರು		ಜಮೀನಿನ ತರಹೆ ಮುಷ್ಕಿ, ತರಿ, ಬಾಗಾಯಿತು ಇತ್ಯಾದಿ	ವಿಸ್ತೀರ್ಣ		ಆಕಾರ			ಖಾತೆದಾರನ ಹೆಸರು	ಷರಾ
			ಮಾಜಿ	ಚಾಲ್ತಿ		ಎ.	ಗುಂ.	ರೂ.	ಆ.	ಪೈ.		

ಸನ್ ಸಾವಿರದ ಒಂಭೈನೂರ.....ನೇ ಇಸವಿ.....ಮಾಹೆ.....ನೇ ತಾರೀಖಿನಲ್ಲಿ, 1929ನೇ ಇಸವಿ V ನೇ ನಂಬರ್ (ಮೈಸೂರು ಪರಸ್ಪರ ಸಹಾಯ ಸಂಘಗಳ) ರೆಗ್ಯುಲೇಷನ್ ಪ್ರಕಾರ.....ನೇ ತಾರೀಖಿನಲ್ಲಿ ರಿಜಿಸ್ಟರಾಗಿರುವ.....ಜಮಾನು ಆಡಮಾನದ ಸಹಕಾರ ಸಂಘ (ಲ್ಯಾಂಡ್ ಮಾರ್ಗೇಜ್ ಕೋ-ಆಪರೇಟಿವ್ ಸೊಸೈಟಿ), ಲಿಮಿಟೆಡ್ಡಿನ ಪ್ರೆಸಿಡೆಂಟ್ ಮತ್ತು ಕಮಿಟಿ ಮೆಂಬರುಗಳಾದ ಈ ಕೆಳಗೆ ರುಜು ಮಾಡಿರುವ ನಾವುಗಳು ಸದರಿ ಸಂಘದ ಪರವಾಗಿ ಅದೇ ರೆಗ್ಯುಲೇಷನ್ ಪ್ರಕಾರ ರಿಜಿಸ್ಟರಾಗಿ ಹಾಲಿ ಬೆಂಗಳೂರಿನಲ್ಲಿರುವ ಮೈಸೂರು ಕೋ-ಆಪರೇಟಿವ್ ಲ್ಯಾಂಡ್ ಮಾರ್ಗೇಜ್ ಬ್ಯಾಂಕ್, ಲಿಮಿಟೆಡ್‌ಗೆ ಬರೆದುಕೊಟ್ಟ ಆಧಾರ ಪತ್ರದ ಕ್ರಮವೇನೆಂದರೆ:—

ಮೇಲ್ಕಂಡ.....ಸೊಸೈಟಿ ಮೆಂಬರುಗಳ ಪೂರ್ವಾದಿ ಸಾಲಗಳನ್ನು ತೀರಿಸುವುದಕ್ಕಾಗಿ ಸದರಿ ಸೊಸೈಟಿಯ ಪ್ರೆಸಿಡೆಂಟ್ ಮತ್ತು ಕಮಿಟಿ ಮೆಂಬರುಗಳಾದ ನಾವು ಸಾಲಕ್ಕೆ ದರಖಾಸ್ತು ಮಾಡಿರಲಾಗಿ ನಿಮ್ಮ ಬ್ಯಾಂಕಿನವರು.....ರೂಪಾಯಿಗಳ ಸಾಲವನ್ನು "ಎ" ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ಸಮೂರಿಸಿರುವಂತೆ ಕೊಡುವದಾಗಿ ಒಪ್ಪಿರುವುದು ಸರಿಯಷ್ಟೆ. ಅದಕ್ಕೆ ಅನುಸಾರವಾಗಿ ಮೇಲ್ಕಂಡ.....ಸೊಸೈಟಿಯ ಪರವಾಗಿ ಅದರ ಕಮಿಟಿ ಮೆಂಬರುಗಳಾದ ನಾವು.....ರೂಪಾಯಿಗಳನ್ನು ನಿಮ್ಮ ಬ್ಯಾಂಕಿನಿಂದ ಸಾಲ ಪಡೆದಿರುತ್ತೇವೆ. ಮೇಲ್ಕಂಡ ಮೊಬಲಗನ್ನು ಶೇಕಡ ಸಾಲಿಯಾನ..... ರೂಪಾಯಿಗಳ ಬಡ್ಡಿ ಸಮೇತ.....ವರ್ಷಗಳಲ್ಲಿ ಅಸಲು ಬಡ್ಡಿ ದೇವೀಲು ಸಮಭಾಗವಾಗಿ ಆಗತಕ್ಕ.....ರೂಪಾಯಿಗಳ ಕಂತು ಮೊಬಲಗನ್ನು ಪ್ರತಿ ವರ್ಷವೂ ಪಾವತಿ ಮಾಡುತ್ತಾ.....ವರ್ಷಗಳಲ್ಲಿ ಪೂರಾ ಮೊಬಲಗನ್ನು ತೀರಿಸುತ್ತೇವೆ. ಮೊದಲನೇ ಕಂತು ಮೊಬಲಗನ್ನು.....ನೇ ತಾರೀಖಿನೊಳಗಾಗಿಯೂ ಆನಂತರ ಮುಂದಲ ಕಂತುಗಳನ್ನು ಪ್ರತಿ ವರ್ಷದ.....ತಾರೀಖಿನೊಳಗಾಗಿ ಕೊಡುತ್ತಾ ಬರುತ್ತೇವೆ. ಯಾವದೊಂದು ಕಂತು ಕೊಡದೆ ತಪ್ಪಿದರೂ ತಪ್ಪಿದ ತಾರೀಖಿನ ಲಾಗಾಯ್ತು ಸುಸ್ತಿಯಾಗಿ ನಿಂತ ಮೊಬಲಗಿನ ಮೇಲೆ ಶೇಕಡ ಸಾಲಿಯಾನ ಹತ್ತು ರೂಪಾಯಿ ದರದಂತೆ ಸುಸ್ತಿಬಡ್ಡಿ ಸಮೇತ ಕೊಡುತ್ತೇವೆ. ಅಲ್ಲದೆ ಯಾವ ಕಂತನ್ನಾದರೂ ಜೇಬಾಕಾಗಿ ಕೊಡದೆ ತಪ್ಪಿದರೂ ಮುಂದಲ ವಾಯಿದೆ ನಿರೀಕ್ಷಣೆ ಇಡದೆ ಈ ಪತ್ರಕ್ಕಾಗಿ ಸಲ್ಲಬೇಕಾದ ಪೂರಾ ಮೊಬಲಗನ್ನು ಒಂದೇ ಗಂಟಿನಲ್ಲಿ ವಸೂಲ್ಮಾಡಿಕೊಳ್ಳಲು ಬ್ಯಾಂಕಿನವರು ಅಧಿಕಾರವುಳ್ಳವರಾಗಿರುತ್ತೀರಿ. ಈಗ ಸಾಲ ಕೇಳಿರುವ ನಮ್ಮ ಸಂಘದ ಮೆಂಬರುಗಳ ಪೈಕಿ ಯಾರಾದರೂ ತಮಗೆ ಸಾಲ ಅವಶ್ಯಕವಿಲ್ಲವೆಂದು ಹೇಳಿದ ಮೊಬಲಗನ್ನೇ ಆಗಲಿ, ಸಾಲ ಪಡೆಯುವ ಮೆಂಬರುಗಳು ಕಾಲ ಕಾಲಕ್ಕೆ ಪಾವತಿ ಮಾಡುವ ಮೊಬಲಗನ್ನೇ ಆಗಲಿ ಮತ್ತು ವಾಯಿದೆಗೆ ಮುಂಚಿತವಾಗಿ ಪಾವತಿ ಮಾಡುವ ಮೊಬಲಗನ್ನೇ ಆಗಲಿ ಇತರ ಯಾವ ವಿಧವಾಗಿಯೂ ಉಪಯೋಗಿಸದೆ ಕೂಡಲೆ ನಿಮ್ಮ ಬ್ಯಾಂಕಿಗೆ ಸಲ್ಲಬೇಕಾದ ಅಸಲು ಬಡ್ಡಿ ಮೊಬಲಗನ್ನು ರವಾನಿಸುತ್ತೇವೆ. ಅಲ್ಲದೆ ಸಾಲ ಪಡೆದವರ ಪೈಕಿ ಯಾರಾದರೂ ಪೂರಾ ಹಣವನ್ನು ಜೇಬಾಕಾಗಿ ಫೈಸಲ್ಮಾಡಿದರೆ ಆ ಹಣವನ್ನು ನಿಮ್ಮ ಬ್ಯಾಂಕಿಗೆ ಪಾವತಿ ಮಾಡಿದನಂತರ ನೀವು ಸದರಿ ಸಾಲಗಾರರ ಪತ್ರವನ್ನು ಹರಾಸಿ ನಮ್ಮ ಸಂಘಕ್ಕೆ ವಾಪಸ್ಸು ಕೊಡಬೇಕು.

ಮೇಲ್ಕಂಡ ಸಾಲದ ಮೊಬಲಗಿಗೆ ಆಧಾರವಾಗಿ ನಮ್ಮ ಸೊಸೈಟಿಗೆ ನಮ್ಮ ಮೆಂಬರುಗಳು ಬೇರೆ ಬೇರೆಯಾಗಿ ಬರೆದುಕೊಟ್ಟಿರುವ "ಎ" ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ನಮೂದಿಸಿರುವ ಆಧಾರ ಪತ್ರಗಳನ್ನೂ ಮತ್ತು ಸದರಿ ಆಧಾರ ಪತ್ರಗಳಲ್ಲಿ ಅಡಗಿರುವ ಜಮೀನುಗಳನ್ನೂ ಅವುಗಳ ಮೇಲೆ ನಮ್ಮ ಸೊಸೈಟಿಗೆ ಇರತಕ್ಕ ಸಮಸ್ತ ಹಕ್ಕು ಬಾಧ್ಯತೆಗಳೊಡನೆ ನಿಮ್ಮ ಬ್ಯಾಂಕಿಗೆ ಈ ಮೂಲಕ ಆಧಾರಮಾಡಿಕೊಟ್ಟಿರುತ್ತೇವೆ. "ಎ" ಷೆಡ್ಯೂಲಿನ ಆಧಾರ ಪತ್ರಗಳೆಲ್ಲವನ್ನೂ ಆಧಾರ ಮಾಡಿರುವ ಜಮೀನುಗಳಲ್ಲಿ ಸದರಿ ಮೆಂಬರುಗಳಿಗೆ ಇರುವ ಹಕ್ಕು ಬಾಧ್ಯತೆಯನ್ನು ತೋರಿಸುವ ಕಾಗದ ಪತ್ರಗಳನ್ನೂ ಮತ್ತು ಈ ಸಾಲದಿಂದ ತೀರಿಸಿದ ಹಿಂದಲ ಪತ್ರಗಳನ್ನೂ ಮತ್ತು ರಶೀತಿಗಳನ್ನೂ ನಿಮ್ಮ ಬ್ಯಾಂಕಿಗೆ ಇದರೊಂದಿಗೆ ಕೊಟ್ಟಿರುತ್ತೇವೆ. ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ಕಂಡ ಸಾಲಗಾರರಿಂದ ಬರಬೇಕಾದ ಹಣವನ್ನು ಸಕಾಲದಲ್ಲಿ ವಸೂಲ್ಮಾಡುವುದಕ್ಕೂ ಬ್ಯಾಂಕಿನಲ್ಲಿ ಹಾಲಿ ಜಾರಿಯಲ್ಲಿರತಕ್ಕ ನಿಬಂಧನೆಗಳಿಗೂ ಮತ್ತು ಉಪನಿಬಂಧನೆಗಳಿಗೂ, ಮುಂದೆ ಆಗಿಂದಾಗ್ಗೆ ಬದಲಾವಣೆಯಾಗುವ ನಿಬಂಧನೆಗಳಿಗೂ ಮತ್ತು ಎಲ್ಲಾ ಷರತ್ತುಗಳಿಗೂ ಅನುಗುಣವಾಗಿ ನಡೆದುಕೊಳ್ಳುವುದಕ್ಕೂ ನಮ್ಮ ಸಂಘವು ಬದ್ಧವಾಗಿರುತ್ತೆ. ಮೇಲ್ಕಂಡ "ಎ" ಷೆಡ್ಯೂಲಿನಲ್ಲಿ ನಮೂದಿಸಿರುವ ಆಧಾರ ಪತ್ರಗಳಲ್ಲಿ ಅಡಗಿರುವ ಸ್ವತ್ತುಗಳಿಂದ ನಿಮ್ಮ ಬ್ಯಾಂಕಿಗೆ ಸಲ್ಲಬೇಕಾದ ಹಣವು ಬೇಬಾಕಾಗಿ ಫೈಸಲಾಗದೆ ಇದ್ದರೆ ನಮ್ಮ ಸಂಘದ ಇತರ ಆಸ್ತಿಗಳಿಂದ ಬಾಕಿಯಾಗುವ ಹಣವನ್ನು ನಿಮ್ಮ ಬ್ಯಾಂಕಿನವರು ವಸೂಲ್ಮಾಡಿಕೊಳ್ಳಲು ಅರ್ಹರಾಗಿರುತ್ತೀರೆಂದು ನಮ್ಮ ಆತ್ಮ ಸಂತೋಷದಿಂದ ಬರೆದುಕೊಟ್ಟ ಆಧಾರ ಪತ್ರ.

ಸಾಕ್ಷಿಗಳು:—

1. .....

2. .....

ಕಮಿಟಿ ಮೆಂಬರುಗಳು

1. ಪ್ರೆಸಿಡೆಂಟ್.....

2. ಸೆಕ್ರಿಟರಿ .....

3. ಮೆಂಬರು .....

ಮೇಲೆ ಪತ್ರದಲ್ಲಿ ನಮೂದಿಸಿರುವ "ಎ" ಷೆಡ್ಯೂಲು

ಜಂಜರ್ ನಂಬರ್	ಆಧಾರ ಪತ್ರ ಬರೆದುಕೊಟ್ಟವರ ಹೆಸರು	ಪತ್ರ ಬರೆಸಿಕೊಂಡ ಸೊಸೈಟಿ ಹೆಸರು	ಪತ್ರದ ಮೊಬಲಗು	ಪತ್ರದ ತಾರೀಖು	ಷರಾ
1	2	3	4	5	6
		ತಾಲ್ಲೂಕು..... ಗ್ರಾಮ..... ಲಿಮಿಟೆಡ್..... ಸಹಕಾರ ಸಂಘ್ಗ, ಬಡ್ಡಿಯನ್ನು..... ಬಡ್ಡಿಯನ್ನು..... ಬಡ್ಡಿಯನ್ನು.....			

ಜಂಜರ್ ನುಬರ್	ಆಧಾರ ವತ್ರ ಬರೆದುಕೊಟ್ಟವರ ಹೆಸರು	ಪತ್ರ ಬರಸಿಕೊಂಡ ಸೊಸೈಟಿ ಹೆಸರು	ಪತ್ರದ ಮೊಬಲಗು	ಪತ್ರದ ತಾರೀಖು	ಷರಾ
1	2	3	4	5	6
		ತಾಲ್ಲೂಕು ..... ಗ್ರಾಮ ..... ಲಿಮಿಟೆಡ್			

ಕಮಿಟಿ ಮೆಂಬರುಗಳು

1. ಪ್ರೆಸಿಡೆಂಟ್ .....
2. ಸೆಕ್ರೆಟರಿ .....
3. ಮೆಂಬರು .....

1040—3. ಬೆಂಗಳೂರು ಪ್ರೆಸ್

14

Appendix F G—1]

SUBJECT .....

.....

.....

Section £7
File No. 13-31
Serial No. 10

Diary No. of letter replied to .....

No 9513/Enc One

To

The Registrar of Co-operative Societies in Ahpore.

Sir,

With reference to Correspondence ending with your letter No. 8886 C.S dated 21st June 1932 I am directed in regard to the amendment of the Co-operative Regulation, so as to provide for recovery of instalments of loans due to the by its borrowers Land Mortgage Bank, I am directed to forward for your information and for Communication to the President of the L. M. Bank, a copy of the legal opinion on the matter and to state that the proposal herein contained

General and Revenue Secretariat

( )

the *193*

Date of issue 4-8-32

Signed by Dr. B. R. K.

(Paras 15 to 21 of the note to be typed)

List of enclosures .....

Copied by GWS/8

Examined by .....

Requires the Regn Committee's sanction and need not be considered now —

2/8/32
for D. Secretary.
Dy.: